

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: May 16, 2006 - KW

Division: County Attorney

Bulk Item: Yes XX No

Staff Contact Person: Bob Shillinger

AGENDA ITEM WORDING:

Approval of settlement agreement in the case of *Monroe County v. Joe W. Posada, III*, CA K-03-1503.

ITEM BACKGROUND:

This matter was filed to collect an outstanding code enforcement lien against Joe Posada, III, the owner of Lot 27, Perez Subdivision on Sugarloaf Key. The lien was imposed by the Special Magistrate for a variety of violations including abandoned vehicles and vessels. A recent inspection of the property reveals that those have been removed so there should be little, if any, clean up costs involved. As of May 1, 2006 the fines totaled \$202,200.00.

Under the agreement, the owner has agreed to deed over the property to the County as well as have a judgment in the amount of \$7,088.24 imposed for the County's costs and attorney's fees. The Property Appraiser values the property at \$50.00. By entering into the settlement agreement, the County saves an estimated \$1000.00 in trial costs. A trial would likely result in virtually the same result, i.e. title to the property and a lien.

PREVIOUS RELEVANT BOCC ACTION:

BOCC approved initiating collection action on 4/18/03.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST: 0

BUDGETED: Yes No

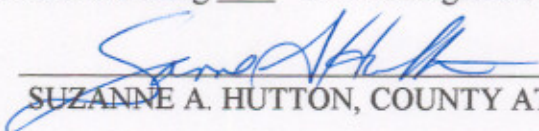
COST TO COUNTY: 0

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes XX No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

 4/24/06
SUZANNE A. HUTTON, COUNTY ATTORNEY

DOCUMENTATION: Included XX Not Required

DISPOSITION:

AGENDA ITEM #

**IN THE CIRCUIT COURT OF THE 16TH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA
LOWER KEYS CIVIL DIVISION – JUDGE JONES**

MONROE COUNTY, FLORIDA

Plaintiff,

vs.

CASE NO.: 2003-CA-1503-K

JOE W. POSADA, III,

Defendant.

_____ /

SETTLEMENT AGREEMENT

The Plaintiff Board of County Commissioners of Monroe County (hereinafter ("the County")) and the Defendant Joe W. Posada, III ("Posada") hereby agree to settle the above-styled matter as follows:

WHEREAS the County brought this action to enforce an unpaid code enforcement lien filed against Posada and his property located at Lot 27, Perez Subdivision, Sugarloaf Key, Monroe County, FL (RE: 00171940-000000) ("the property") as a result of multiple violations found in Code Enforcement case number L8-00-570; and

WHEREAS said lien was imposed to secure a daily fine of \$100.00 per day which commenced running on October 19, 2000 and continued until the property was either brought into compliance or foreclosed upon by the County; and

WHEREAS the County's lien against the property, as of May 1, 2006, had reached \$202,200 plus costs and attorneys fees; and

WHEREAS the County's incurred costs in the amount of \$255.24 and attorney's fees in the amount of \$6,833.00 in its efforts to collect this fine; and

WHEREAS the parties desire to resolve their differences amicably and buy peace in this matter; now therefore, the parties agree to:

1. Within 30 days of the date this agreement is approved by the Court, the Defendant agrees to execute a deed in lieu of foreclosure of the property that is the subject of this litigation transferring his entire ownership interest to the County

2. The Defendant agrees to the Court entering judgment against him in the amount of \$7,088.24 plus interest at the legal rate of 9% to secure payment of the County's costs and attorney's fees in this matter. Said judgment shall be entered by the Court at the time it approves this settlement agreement. Post judgment interest shall accrue from the date that the judgment is entered.
3. Upon receipt of the deed in lieu of foreclosure, the County shall file a notice of voluntary dismissal with prejudice of the above-styled matter.
4. Defendant acknowledges that, to become effective, this agreement must be approved by the Board of County Commissioners at a duly advertised, public meeting.
5. By entering into this agreement, the each party agrees to waive any and all claims that it could have raised and/or potential claims that it might have been able to raise as a result of the above-captioned code enforcement case.
6. Both parties warrant that they have had an opportunity to consult with counsel before entering into this agreement.
7. Each party agrees to bear its own costs and attorney's fees other than as specified in this agreement.

ATTEST:
DANNY L. KOLHAGE
CLERK:

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY

By: _____
Deputy Clerk

By: _____
Charles "Sonny" McCoy, Mayor

Dated _____

Joe W. Posada, III, Defendant.

Notary Public

By: _____
(date)

MONROE COUNTY ATTORNEY
APPROVED

ROBERT D. S. _____
ASSISTANT
Date 4-24-6